Permit #F00026512-D

FilmL.A., Inc.
1201 W. 5th Street, Suite T-800
Los Angeles, CA 90017
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: F00026512-D **Type of Permit:** FILMING **Release Date:** 04/09/2010

Production Company	RSA FILMS
Insured Company Name	RSA FILMS
Contact Phone No. 1	310-659-1577
Contact Phone No. 2	
Fax	
Address	634 LA PEER DR LOS ANGELES, California 90069
Production Title	CHICK FIL-A, JOB#1553-10, PO#157486
Type of Production	Commercial - Standard

Producer	Josh Porter
Director	John O'Hagan
1st AD	Monte Greenlee
Production Manager	Kelly Lewis
FilmL.A. Coordinator	Adrian Fayad
Location Manager	Brian Bird
Primary Phone	Mobile - 323-578-9043
Secondary Phone	Office - 310-659-1577
Location Assistant	N/A N/A
Primary Phone	Office - 000-000-0000
Secondary Phone	

Fees

FILMLA FILM PERMIT RIDER FEE $100.00

Total Permit Fee $100.00

Number of Locations 1

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Summary Information — Location

Permit Number F00026512-D
Production Company RSA FILMS
Insured Company RSA FILMS
Production Title CHICK FIL-A, JOB#1553-10, PO#1...

Location Manager Brian Bird
Primary Phone Mobile - 323-578-9043
Secondary Phone Office - 310-659-1577

Location Address 985 S Seaside Ave, Los Angeles, CA, 90731

Location Names SOUTHWEST MARINE

Location Type Warehouse

Location Description SOUTHWEST MARINE

Prep Dates 4/5/2010 - 4/5/2010 17:00 - 21:00

Film Dates 4/9/2010 - 4/9/2010 19:00 - 07:00

Strike Dates 4/10/2010 - 4/10/2010 07:00 - 14:00

Open or Closed to the Public Closed

Generic Conditions
All vehicles must be parked on private property
Must abide by Harbor Department special conditions approved by Port of LA.
No Cast and Crew parking on areas streets.
No interference with vehicular or pedestrian traffic

Please see attached documents
RSA Brian Bird.pdf
HARBOR PERMITS.pdf
HARBOR PERIMTS - ENVIRONMENTAL.pdf
LAHarbor Conditions1.pdf

Equipment on Location

Type	Quantity
5 or 10 ton trucks	3
Cast/Crew vehicles	50
Cube Trucks	3
Generator	1
Motor Homes	2
Stakebed Trucks	2
Vans	3

Personnel on Location

Type	Quantity
Cast	5
Crew	45
Extras	25
LA City UFSO assigned	25321

Filming Activities Atmospheric Smoke Effects; Interior and exterior dialogue; picture cow ;

Jurisdiction **Political:** Los Angeles City - Council District 15 **Police:** Los Angeles Port Police **Fire:** Los Angeles City

Location Notes Company must contact Los Angeles City Harbor Dept - Wharfinger's Division (310-732-3810) for scouting/filming requests

Coordinator Note Location approved by L. Jimenez, Wharfinger Division (310) 732-3810, under Port Police (310) 732-3500 jurisdiction.

Coordinator Note UFSO REQUIRED. 4/9; 19:00 - 07:00 HOURS.

Coordinator Note

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Summary Information — Location

Permit Number	F00026512-D	**Location Manager**	Brian Bird
Production Company	RSA FILMS	Primary Phone	Mobile - 323-578-9043
Insured Company	RSA FILMS	Secondary Phone	Office - 310-659-1577
Production Title	CHICK FIL-A, JOB#1553-10, PO#1...		

Coordinator Notes: Location approved by L. Jimenez, Wharfinger Division (310) 732-3810, under Port Police (310) 732-3500 jurisdiction.

NO STRUCTURAL MODIFICATIONS ALLOWED TO EXTERIOR/INTERIOR OF PROPERTY

NO HEAVY EQUIPMENT ALLOWED ON WHARF

1 PORT POLICE FOR PREP & STRIKE ASSIGNED FOR DURATION W/MIN. 4 HRS PER DAY.

2 PORT POLICE FOR FILMING ASSIGNED FOR DURATION OF SHOOT.

BRIAN BIRD, PRODUTION MANAGER TO ATTEND A WALK-THRU INSPECTION OF FACILITY AFTER COMPLETION OF FILMING ON MON. 4/12/10 WITH WHARFINGER.

Coordinator Note UFSO REQUIRED. 4/9; 19:00 - 07:00 HOURS.

Coordinator Note RIDER D - ADDS FILMING ACTIVITY.

Parking

Base Camp
Location Type : Location
Street :

Crew Parking
Location Type : Location
Street :

NOT A PERMIT

Permit #F00026512-D

The Port of Los Angeles
City of Los Angeles Harbor Department
Supplemental to all Harbor Approved Film Permits

Filming on Port property is subject to the following terms and conditions:

1. Smoking and parking of automobiles, not essential to the permitted activity, on wharves or other facilities of the Harbor Department, is prohibited.

2. Premises used and/or occupied during filming activities shall be maintained in a clean and sanitary condition. Debris shall not be allowed to accumulate and shall be promptly removed by permittee.

3. Use of property under the jurisdiction of the Harbor Department is subject to approval of the Harbor Department and/or tenant having lease control of the premises.

4. Permittee shall relieve, indemnify, protect and save harmless the City of Los Angeles, and each and every of its tenants, Boards, officers and employees, from any and all claims and liability for death of or injury to persons or damage to property that may arise from or be caused by the occupation or use of premises by permittee under the provisions of the film permit, or by the negligence of the permittee, its agents, officers or employees.

5. Permittee may furnish its own security services for the protection of permittee's own personal property and equipment. No armed security is permitted on Port property or pursuant to the film permit.

6. Permittee agrees to hire the appropriate Los Angeles Port Police Officer(s) and/or Port Security Officer(s), if deemed necessary by the Port, for the duration of filming activities. The primary duty and function of the officer is to maintain the safety and security of the Port, its tenants, its users, and to ensure that filming activities are conducted safely and within the terms and conditions of the film permit. Officers may be required to enforce tariff, local, or state laws and provide appropriate law enforcement assistance to the permittee during the course of their movie assignment.

7. Permittee agrees to restore premises and any alterations to Harbor Department facilities to their original condition subject to the approval of the Harbor Department.

8. Permittee agrees to obtain any other permit as may be deemed necessary by the Wharfinger Division or by other divisions or sections of the Los Angeles Harbor Department.

9. Filming not to interfere with the operations of the Port.

10. Copies of the Harbor approved Film LA permit must be present at all filming locations and presented to any Harbor Department representative upon demand. Violations of laws, regulations, or the film permit may cause the film permit to be revoked.

11. A Harbor Engineer's Permit is required before altering Port Property

12. The Permittee shall conform to all requirements of the City of Los Angeles Department of Building and Safety, L.A. Fire Department, and any other City, State, or Federal agency requirements.

NOT A PERMIT

STORMWATER: SPECIAL EVENT PERMITS

ENVIRONMENTAL PERMIT CONDITIONS:

1. All necessary precautions shall be taken to prevent trash from entering the storm drain system.

2. A map indicating the location of catch basins on the event site shall be provided to the Permittee by the Los Angeles Harbor Department (LAHD). It shall be the responsibility of the Permittee to coordinate with the LAHD's Director of Environmental Management to ensure that all catch basins on the event site are covered prior to the event or any substantial preparation of the site for the event. Catch basin covers shall not present a hazard to health or property during the event.

3. Adequate trash receptacles shall be provided by the Permittee during the special event.

4. It shall be the responsibility of the Permittee to ensure that the site is properly cleared of trash, debris, and waste following the special event. The Permittee will also ensure that catch basin covers are removed from catch basins once the event and site clean up has been completed.

Permit #F00026512-D 7/21/2006

DRAFT

Los Angeles Harbor Department

Motion Picture Filming Permit

This Permit For Motion Picture Filming is subject to the following terms and conditions:

1. Smoking and parking of automobiles, not essential to the permitted activity, on wharves or other facilities of the Harbor Department, is prohibited.

2. Premises used and/or occupied during filming procedure shall be maintained in a clean and sanitary condition. Debris shall not be allowed to accumulate and shall be promptly removed by permittee.

3. Use of property under the jurisdiction of the Harbor Department is subject to approval of the Harbor Department and/or tenant having lease control of the premises.

4. Permittee shall relieve, indemnify, protect and save harmless the City of Los Angeles, and each and every of its tenants, Boards, officers and employees, from any and all claims and liability for death of or injury to persons or damage to property that may arise from or be caused by the occupation or use of premises by permittee under the provisions of this Permit, or by the negligence of the permittee, its agents, officers or employees.

5. Permittee may furnish its own security services for the protection of permittee's own personal property and equipment. No armed security is permitted on Port property or pursuant to this permit.

6. Permittee agrees to hire the appropriate Los Angeles Port Police Officer(s) for the duration of filming operations. The primary duty and function of the officer is to maintain the safety and security of the port, its tenants, and users, and to ensure that filming operations are conducted safely and within the terms and conditions of the permit. Officers may be required to enforce tariff, local, or state laws and provide appropriate law enforcement assistance to the permittee during the course of their movie assignment.

7. Permittee agrees to restore premises and any alterations to Harbor Department facilities to their original condition subject to the approval of the Harbor Department.

Permit #F00026512-D

8. Permittee agrees to obtain any other permit as may be deemed necessary by the Port Police or by other divisions or sections of the Los Angeles Harbor Department.

9. Filming not to interfere with the operations of the Port.

DRAFT

Appointment of Pacific Production Services
As Authorized Agent and Representative

I certify that I am a representative of RSA ("Principal") and am authorized to enter into binding contractual agreements on its behalf. I further certify that I am authorized by Principal to appoint other representatives and agents for Principal and to give such representatives and agents authority to enter into and bind Principal to agreements relating to the issuance of and compliance with location film (e.g. theatrical, television, commercial and other motion. picture filming) and still photographic permits, including the permits themselves and any riders to such permits. Acting on behalf of Principal in my capacity as its authorized representative, I appoint Pacific Production Services and it employees and agents ("PPS") as Principal's authorized representatives and agents to apply for location film (e.g. theatrical, television, commercial and other motion. picture filming) and still photographic permits on behalf of Principal through FilmLA, Inc. for any city, county or through any other jurisdictions where FilmLA, Inc. operates, to negotiate, discuss, accept, modify, agree to and bind Principal to the terms and conditions of such permits (including all restrictions and/or community guidelines applicable to any such permit); and to execute such permits on behalf of Principal. Principal understands, acknowledges and agrees that it (and/or its insurer) remains responsible and liable for all obligations imposed by or incidental to any permit or rider issued to Principal signed by any employee or agent of (including any coordinator, runner or messenger used by) PPS. Principal further agrees to comply with the terms and conditions of any such permits and hereby appoints PPS as an authorized representative to facilitate compliance with such terms and conditions following issuance of any such permits and to enter into agreements for Principal with respect thereto. Any person, agency, entity, or organization (including FilmLA, Inc. and any city, county or other jurisdictions where FilmLA, Inc. operates) may rely upon this appointment and need not obtain further authorization for any act described herein. An original or faxed copy of this appointment shall be sufficient, and may be treated as an original for your purposes. The appointment may be revoked by Principal at any time in writing delivered to FilmLA, Inc., but in any case shall expire one (1) year from the date of execution set forth below.

I declare under penalty of perjury under the laws of the State of California that I am authorized to appoint PPS as agent for Principal, and based upon that authority I hereby appoint PPS as Principal's agent as set forth herein.

Date: 4/27/06

Representative's Signature

BRIAN BIRD

Representative's Name (Please Print)

Representative's Title (Please Print)

RSA

Name of Principal (i.e. company name)
(Please Print)

[illegible] LaBrea
LA, CA
90069

Principal's Mailing Address (Please Print)

Principal's Phone Number (Please Print)

Pacific Production Services
Eric Nichols, President
6513 Hollywood Blvd, Suite 214
Hollywood, CA. 90028
Ph. 323-465-9179 Fx. 323-465-9869

NOT A PERMIT